STATE INDIANA)	IN THE MORGAN COUNTY CIRCUIT SS:		
COUNTY OF MORGAN	ý	CAUSE NO.: 55C01-0805-PL-0417		
STATE OF INDIANA,)		
Plaintiff,				
v.				
AIRLEAF, LLC,		} FILED		
formerly doing business as) 4-30-08		
BOOKMAN MARKETING, LLC) JUL 15 2008		
and CARL LAU, individually		DUESUANT 40 J. R. 5(F)		
Defendants.) JUL 15 2008 PUESUAN 40 J. R. 5 (F) Marguerete Mayfuld CLERK CIRCUIT/SUPERIOR COURTS MORGAN COUNTY		

CONSENT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy

Attorney General Thomas Irons, and Airleaf, LLC, formerly doing business as Bookman

Marketing, LLC and CARL LAU, individually (hereinafter "Defendants"), hereby agree

to entry of a Consent Judgment without trial or adjudication of any issue of fact or law

herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by Defendants of any wrongdoing, nor shall it be construed as abandonment by the Attorney General of his position that Defendants violated Indiana's Deceptive Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein. The parties are entering into this Consent Judgment to terminate this action and resolve all

claims arising, directly or indirectly, from the causes of action and facts plead in the complaint by agreement rather than by further litigation.

JURISDICTION, SCOPE OF JUDGMENT, AND ACKNOWLEDGEMENTS

- This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.
- 2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, et seq, although Defendants deny liability.
- 3. At all times relevant to the Plaintiff's Complaint, Defendant Airleaf, LLC, formerly doing business as Bookman Marketing, LLC, was a Limited Liability Company engaged in the sale of services to consumers from a principal place of business in Morgan County, located at 35 Industrial Drive #104, Martinsville, Indiana, 46151.
- 4. At all times relevant to the Plaintiff's complaint, Defendant Carl Lau was an individual residing in Johnson County at 846 Burwick Trace, Greenwood, Indiana 46143 and was the owner of Defendant Airleaf, LLC, formerly doing business as Bookman Marketing, LLC.
- 5. Defendants acknowledge they have been advised that the Attorney
 General's role in this matter is to serve as counsel for the State of Indiana and the Office
 of the Attorney General has not given Defendants any legal advice regarding this matter.
 Defendants expressly acknowledge that the Office of the Attorney General has advised
 them to consult private legal counsel for any required legal advice prior to entering into
 this Consent Judgment.

RELIEF ORDERED

- 6. Defendants are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:
 - a. representing, expressly or by implication, the subject of a
 consumer transaction has sponsorship, approval, characteristics,
 accessories, uses, or benefits it does not have which Defendants
 know or reasonably should have known it does not have;
 - representing, expressly or by implication, Defendants have a
 sponsorship, approval, or affiliation in a consumer transaction they
 do not have, and which Defendants know or reasonably should
 know they do not have;
 - c. representing, expressly or by implication, Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when Defendants know or reasonably should know they cannot; and
 - d. representing, expressly or by implication consumers will be able to
 purchase the subject of a consumer transaction as advertised by

 Defendants, if Defendants do not intend to sell it.
- 7. Defendants' contracts with those consumers identified in the Complaint, including: Daniel E. Alto, Carolyn D. Anderson, David Aquino, Myra Winona Armer, Leonard Ashley, Cynthia Attar, Terry C. Barber, Thomas J. Barnes, Edward O. Bast, Allienne Becker, Christopher Alexander, Bruce Blanton, Robert Bongardt, Craig P. Boulton, George B. Bredsten, Ruben Britt, Dennis Brooks, David Brown, George

Vernanne Bryan, Karen Buck, Jerry B. Byrd, Lisa Ann Carey, Walter De La Casas, Robert S. Cheney, Charles L. Ciancio, Richard Coan, Richard Cohen, Robert J. Cooper, Jason Costa, Tom Crayns, Clifford Crow, Cecil Currey, Danielle D. Dellhomme, Donald R. Downing, Michael El Nour, Deborah Farler, Sera Flenniken, Brigette Z. Foulke, Rocco L. Fumento, Charles R. Gaskins, Kathleen C. Genovese, Eunice A. Ghent, Ewell E. Greeson, Floriana F. Hall, Gloria Hargrove, Patricia Harlow, Lee M. Harris, Louis B. Hatchett, John Henderson, Paula Welsh-Howard, Grace C. and Jason Hubal, Libby Hughes, Margaret Theresa Jensen, Ginny Karoub, Samuel Kay, Bonnie Kaye, Alvin R. Kessinger, Hal O. Kesler, Ilya Kogan, John R. Krismer, Gerald J. Kuecher, Larry D. Land, Anthony P. Laurento, George Liebermann, Sharon Licht, James J. Lowney, Katie L. Lyle, Olivia A. Lujan, Thomas J. Marinich, Kenneth Marks, Vivian Marshburn, Moriah Marston, Clara E. Martin, Treva Lucile McCluskey, Erin McGraw, Donald F. Megin, C. Messenger, Robert Millosh, Margaret Berger Morse, John Mullen, Donald F. Myers, David J. Nemec, Beverly Nichols, George Novitsky, Jackie Nourigat, Mari Osmon, Helen Paquin, Bob Penfield, Numa Jay Pillion, Asa H. Pittman, Rudy A. Pizzaro, Paul Psomas, Ken Pullen, Mr. and Mrs. Karen Peoples, James H. Quina, Terry Rajan, Melody Racert, Bill Romain, Judith Lynn Sawyer, Frankie H. Schein, Jennifer B. Schultz, Luis A. Segura, John Shimmin, Gertrude Shiver, Ajit C. Silva, Henry B. Spiers, Barbara J. Stevenson-Spurgeon, Diane Stegman, Caroline F. Stevens, Keith and Barbara Stuart, Harvey S. Turner, Phillip Varady, Lois V. Walker, Anthony Wallace, Leif Werner, Robert Weintraub, Frank G. Westermoreland, Earnest L. Williams, Jr., William Robert Williamson, Charles J. Winnicky and Alinka Zyrmont, as well as the contract of Richard P. Braden, are void.

8. Judgment is entered against Defendants for consumer restitution in the total amount of Three Hundred Seventeen Thousand Eight Hundred Eighty One Dollars and Ninety-Six Cents (\$317,881.96), payable to the Office of the Attorney General, for allocation and distribution to the following consumers in the following amounts:

1.	Daniel E. Alto	\$995.00;
2.	Carolyn D. Anderson	\$1,200.00;
3.	David Aquino	\$1,500.00;
4.	Myra Winona Armer	\$1,421.25;
5.	Leonard Ashley	\$990.00;
6.	Cynthia Attar	\$1,000.00;
7.	Terry C. Barber	\$995.00;
8.	Thomas J. Barnes	\$7,999.00;
9.	Edward O. Bast	\$7,646.00;
10.	Allienne Becker	\$4,448.00;
11.	Christopher Alexander	\$250.00;
12.	Bruce Blanton	\$2,000.00;
13.	Robert Bongardt	\$1,400.00;
14.	Craig P. Boulton	\$7,999.00;
15.	Richard P. Braden	\$1,421.25;
16.	George B. Bredsten	\$1,421.25;
17.	Ruben Britt	\$699.00;
18.	Dennis Brooks	\$8,337.00;
19.	David Brown	\$1,239.00;
20.	George Vernanne Bryan	\$5,000.00;
21.	Karen Buck	\$1,650.00;
22.	Jerry B. Bryd	\$1,421.00;
23.	Lisa Ann Carey	\$650.00;
24.	Walter De La Casa	\$2,500.00;
25.	Robert S. Cheney	\$ 550.00;
26.	Charles L. Ciancio	\$5393.00;
27.	Richard Coan	\$ 650.00;
28.	Richard Cohen	\$3,000.00;
	Robert J. Cooper	\$3,200.00;
	Jason Costa	\$999.00;
	Tom Crayns	\$1,280.00;
	Clifford Crow	\$5,000.00;
	Cecil Currey	\$1,198.00;
	Danielle D. Dellhomme	\$2,981.00;
	Donald R. Downing	\$3,300.00;
	Michael El Nour	\$799.00;
	Christel D. Fiore	\$3,300.00;
38.	Sera Flenniken	\$ 639.40;

39. Brigette Z. Foulke	\$650.00;
40. Rocco L. Fumento	\$2,737.50;
41. Charles R. Gaskins	\$400.00;
42. Kathleen C. Genovese	\$899.00;
43. Eunice A. Ghent	\$500.00;
44. Ewell E. Greeson	\$400.00;
45. Floriana F. Hall	\$1,000.00;
46. Gloria Hargrove	\$3,000.00;
47. Patricia Harlow	\$2,000.00;
48. Lee M. Harris	\$450.00;
49. Louis B. Hatchett	\$2,400.00;
50. John Henderson	\$2,028.00;
51. Paula Welsh-Howard	\$1,655.00;
52. Grace C. and Jason Hubal	\$8,000.00;
53. Libby Hughes	\$2,890.00;
54. Margaret Theresa Jensen	\$1,895.00;
55. Ginny Karoub	\$3,495.00;
56. Bonnie Kaye	\$5,000.00;
57. Hal. O. Kesler	\$4,999.00;
58. Ilya Kogan	\$1,172.00;
59. John R. Krismer	\$2,550.00;
60. Gerald J. Kuecher	\$2,362.00;
61. Larry D. Land	\$1,000.00;
62. Anthony P. Laurento	\$5,563.63;
63. George Lieberman	\$2,521.25;
64. Sharon Licht	\$1,895.00;
65. James J. Lowney	\$995.00;
66. Katie L. Lyle	\$3,300.00;
67. Olivia A. Lujan	\$8,924.00;
68. Thomas J. Marinich	\$3,500.00;
69. Kenneth J. Marks	\$1,421.00;
70. Vivian Marshburn	\$900.00;
71. Moriah Marston	\$7,999.00;
72. Clara E. Martin	\$7,750.00;
73. Treva Lucile McCluskey	\$2,166.00;
74. Erin McGraw	\$2,100.00;
	\$2,000.00, \$10,770.43;
75. Donald Megnin	
76. C. Messenger	\$270.00;
77. Robert Millosh	\$1,895.00;
78. Margaret Berger Morse	\$199.00;
79. John Mullen	\$1,000.00;
80. Donald F. Myers	\$500.00; \$2,200.00;
81. David J. Nemec	\$3,300.00;
82. Beverly Nichols	\$2,162.00;
83. Jackie Nourigat	\$2,720.00;
84. Mari M. Osmon	\$174.75;

85.	Helen Paquin	\$1,895.00;
86.	Bob Penfield	\$8,921.00;
87.	Numa Jay Pillion	\$650.00;
88.	Asa H. Pittman	\$2,958.00;
89.	Rudy A. Pizzaro	\$10,612.00;
90.	Paul Psomas	\$2,000.00;
91.	Ken Pullen	\$8,000.00;
92.	Mr. and Mrs. Karen Peoples	\$4,000.00;
93.	James H. Quina	\$4,000.00;
94.	Terry Rajan	\$7,000.00;
95.	Melody Ravert	\$2,000.00;
96.	Bil Romain	\$1,895.00;
97.	Judith Lynn Sawyer	\$1,895.00;
98.	Frankie H. Schein	\$1,000.00;
99.	Jennifer B. Schultz	\$5,000.00;
100.	Luis A. Segura	\$1,117.00;
101.	John Shimmin	\$2,750.00;
102.	Gertrude Shiver	\$2,600.00;
103.	Ajit C. Silva	\$2,600.00;
104.	Henry B. Spiers	\$1,500.00;
105.	Barbara J. Stevenson-Spurgeon	\$3,398.00;
106.	Diane Stegman	\$1,421.25;
107.	Caroline F. Stevens	\$1,630.00;
108.	Keith and Barbara Stuart	\$4,000.00;
109.	Phillip Varady	\$3,300.00;
110.	Lois V. Walker	\$799.00;
	Anthony Wallace	\$1,325.00;
112.	Leif Werner	\$650.00;
113.	Robert Weintraub	\$1,326.00;
	Frank G. Westermoreland	\$1,320.00;
114.	Earnest L. Williams, Jr.	\$995.00;
115.	William Robert Williamson	\$2,600.00;
116.	Charles J. Winnicky	\$2,545.00; and
117.	Alinka Zyrmont	\$300.00
		Total: \$317,881.96

9. Judgment is entered against Defendants for costs the Office of the Attorney General incurred in investigating and prosecuting this action in the amount of Four Thousand Eight Hundred Dollars (\$4,800), payable to the Office of the Attorney General.

- 10. Judgment is entered against Defendants in the amount of Fifty Eight Thousand Five Hundred Dollars (\$58,500), payable to the State of Indiana.
- Judgment is entered against Defendants in the amount of Five Thousand
 Eight Hundred Dollars (\$5,800), payable to the State of Indiana.

A total monetary judgment in the amount of Three Hundred Eighty Six Thousand Nine Hundred Eighty One Dollars and Ninety-Six Cents (\$386,981.96) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Airleaf, LLC, formerly doing business as Bookman Marketing, LLC, and Carl Lau, individually.

12. Defendants shall cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, Defendants promptly resolving valid consumer complaints brought to the Defendants' attention by the Office of the Attorney General, either prior to, or after the filing of, this Consent Judgment with the Court.

CONTINUING JURISDICTIOIN

13. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent court obtaining jurisdiction over Defendants based upon a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. Defendants waive any objection regarding a court's jurisdiction to punish for contempt and agree to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

14. It is the intent of the parties that in any action to determine the dischargeability of any debt of any of the Defendants in this action, nothing contained in this Consent Judgment and nothing implied by entering into this Consent Judgment may be used by either party or parties in privity which such party to have a preclusive, presumptive, or other evidentiary or legal effect on any fact or conclusion of law in such action; therefore, in any action to determine the dischargeability of any debt of any of the Defendants in this action, the parties and their privities hereby waive any and all collateral estoppel, issue preclusion, res judicata and/or Rooker-Feldman argument with respect to any finding of fact or conclusion of law contained in this Consent Judgment and with respect to the mere implication of entering into this Consent Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 27thday of June, 2008.

STEVE CARTER Indiana Attorney General Attorney No. 4150-64

By:

Thomas Irons Deputy Attorney General Attorney No. 19822-49 DEFENDANT
AIRLEAF, LLC
formerly doing business as
Bookman Marketing, LLC

By Carl Lau

Its President

DEFENDANT

CARL LAU, Individually

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this _____ day of JUL 8 - 20082008.

Judge, Morgan Circuit Court

E.

DISTRIBUTION JUL 08 2008 06

Thomas Irons
Office of the Attorney General
Consumer Protection Division
302 West Washington Street, 5th Floor
Indianapolis, IN 46204

Airleaf, LLC c/o Carl Lau 846 Burwick Trace Greenwood, Indiana 46143

THE WAR THE WAY

Jeffrey Hester Counsel for Carl Lau, Individually William J. Tucker & Associates, LLC 429 North Pennsylvania St., Ste. 100 Indianapolis, Indiana 46204 7,74

PERM/

♥ WILLIAMS PRO-TEM JUDGE

MORGAL ROUIT COURT